

This document was prepared by Nationwide Trustee Services, Inc., 1587 Northeast  
Expressway, Atlanta, Ga 30329.

770-234-9181

**INDEXING INSTRUCTIONS:** Lot 35, Phase 3, Section C, The Arbors of Wedgewood  
Subdivision, situated in Section 35, Township 1 South, Range 7 West, DeSoto County,  
Mississippi

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STATE OF MISSISSIPPI

COUNTY OF DE SOTO

**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good  
and valuable consideration, the undersigned, **grantor (s)**

**GMAC MORTGAGE, LLC**  
**1100 VIRGINIA DRIVE**  
**FORT WASHINGTON, PA 19034**  
**800-850-4622**

does hereby convey, and warrant specially until **grantee (s)**

**Federal National Mortgage Association**  
**PO Box 650043,**  
**Dallas, TX 75265-0043**  
**404-398-6000**

The following described property situated in Panola 1st JDC County, Mississippi, to-wit:

Lot 35, Phase 3, Section C, The Arbors of Wedgewood Subdivision, situated in Section  
35, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof  
recorded in Plat Book 99, Pages 35-36, in the Office of the Chancery Clerk of DeSoto  
County, Mississippi.

Being part of the same property conveyed to Security Builders Inc. by Warranty Deed  
from Tailwind Development LLC, dated 08/18/2006 of record as Book 537, Page 398

WLWS

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Register's Office for Desoto County, Mississippi.

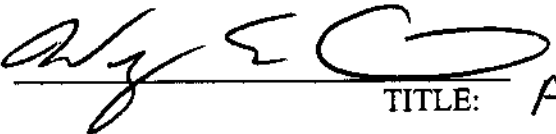
Being the same property conveyed to Yelonda Franklin, single from Security Builders Inc., by Warranty Deed, dated 07/03/2007, being recorded simultaneously herewith in the Register's Office of DeSoto County, Mississippi.

Property Address: 4761 Waterstone Dr.  
Olive Branch, Mississippi 38654

The above warranty and this conveyance is made subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the 26th day of March, 2009.

GMAC MORTGAGE, LLC BY MORRIS,  
SCHNEIDER & PRIOR, LLC AS ITS  
ATTORNEY IN FACT  
POA ATTACHED

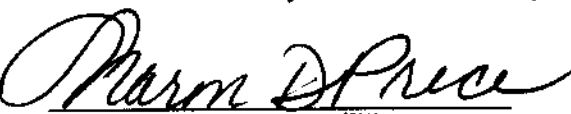
By:  TITLE: AIF

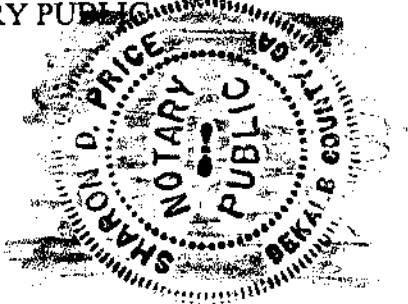
STATE OF GEORGIA

COUNTY OF DEKALB

On this 26th day of March, 2009 before me, Sharon Price, Notary Public personally appeared Wesley Cline of Morris, Schneider & Prior, LLC as Attorney In Fact, for GMAC Mortgage, LLC, by and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand this 26th day of March, 2009.

  
NOTARY PUBLIC



Sharon D. Price  
Notary Public, State of Georgia  
DeKalb County  
My Commission Expires Sept. 30, 2012  
MY COMMISSION EXPIRES

Grantor:  
GMAC MORTGAGE, LLC  
1100 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034  
800-850-4622  
0724227MS/Franklin

Grantee:  
Federal National Mortgage Association  
PO Box 650043,  
Dallas, TX 75265-0043  
404-398-6000

Watkins Ludlam Winter & Stennis, P.A.  
P.O. Box 1456  
6897 Crumpler Blvd., Suite 100  
Olive Branch, MS 38654

WAKE COUNTY, NC 541  
 LAURA M RIDDICK  
 REGISTER OF DEEDS  
 PRESENTED & RECORDED ON  
 05/17/2007 AT 15:01:54

## LIMITED POWER OF ATTORNEY

308K:012553 PAGE:00162 - 00164

## KNOW ALL MEN BY THESE PRESENTS:

That GMAC MORTGAGE, LLC, a limited liability company organized and existing under the laws of the state of Delaware, and having its principal office located at 100 Winner Road, in the city of Horsham, Commonwealth of Pennsylvania, hath made, constituted and appointed, and does by these presents make, constitute and appoint MORRIS, SCHNEIDER & PRIOR, LLC, a limited liability company organized and existing under the laws of the State of [Georgia], its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "mortgage" and the "deed of trust," respectively) serviced by GMAC MORTGAGE, LLC.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a mortgage or deed of trust, where said modification or re-recording is for the purpose of correcting the mortgage or deed of trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured.
2. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility investor or a governmental agency or unit with powers of eminent domain; this section, shall include the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a mortgage or deed of trust, the foreclosure, completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts: (i) the substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust; (ii) statements of breach or non-performance; (iii) notices of default; (iv) notices of sales; (v) cancellations/rescissions of notices of default and/or notices of sale; (vi) the taking of a deed in lieu of foreclosure; (vii) the acceptance of a short payoff in lieu of foreclosure, and (viii) such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions.
4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
5. The completion of loan assumption agreements.
6. The full satisfaction/release of a mortgage or deed of trust or full reconveyances upon payment and discharge of all sums secured thereby including without limitation cancellation of the related mortgage note.

Return to: Priority Trustee Services  
 Attn: Ken Canine  
 1101 Howell Rd.  
 Raleigh, NC 27607

7. The full assignment of a mortgage or deed of trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation the assignment of the related mortgage note.
8. To receive, endorse, cash or deposit checks or other orders of payment, payable to the order of GMAC MORTGAGE, LLC, and to sign in its name, place and stead any such checks or orders of payment, but only such checks as relate to those mortgage loans serviced by GMAC MORTGAGE, LLC.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this limited power of attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this limited power of attorney; and may be satisfied that this limited power of attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned. This limited power of attorney is granted as of April 1, 2007 and shall expire on April 1, 2009 if not revoked sooner as set forth herein.



Name: Bernard J. Smith  
Title: Vice-President



Commonwealth of Pennsylvania

County of Montgomery

On April 11, 2007, before me, a notary public in and for the county of Montgomery and Commonwealth of Pennsylvania, personally appeared Bernard J. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she executed the same in his/her authorized capacity as Vice President of GMAC MORTGAGE, LLC and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Signature

Notary's name typed or printed

My commission expires:

